

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO OIL, GAS, AND MINERAL LEASE

Reference is hereby made to that certain Oil, Gas and Mineral Lease (hereinafter referred to as "the Lease") dated the 14th day of September, 2006, by and between Emogene Mashburn a/k/a Emogene Atkins, whose marital status has not changed since acquiring this interest, as Lessor, and Dale Resources, L.L.C., as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which Lease is recorded as Document No. D206334293 of the Official Public Records of Tarrant County, Texas.

WHEREAS, Dale Gas Partners, L.P., et al. conveyed the Lease to Chesapeake Exploration Limited Partnership by Conveyance recorded as Document No. D206409245 of the Official Public Records of Tarrant County, Texas; and

WHEREAS, Chesapeake Exploration, L.L.C. ("Chesapeake"), an Oklahoma limited liability company, is the Successor in Interest to Chesapeake Exploration Limited Partnership; and

WHEREAS, Chesapeake partially assigned the Lease under that certain Partial Assignment of Oil, Gas and Mineral Leases by and between Chesapeake Exploration, L.L.C., as Assignor, and CERES Resource Partners, L.P., et al., as Assignee, recorded as Document No. D209155750 of the Official Public Records of Tarrant County, Texas; and

WHEREAS, TOTAL E&P USA, INC., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the Lease by Assignment, Bill of Sale and Conveyance, recorded as Document No. D210019134 of the Official Public Records of Tarrant County, Texas; and,

WHEREAS, the aforementioned Assignees and Grantees are collectively referred to as "Lessee."

WHEREAS, the Leased Premises described in the Lease reads as follows: 0.1607 acres of land, more or less, being Lot 6, Block 71, North Fort Worth Addition, an addition to the city of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 63, Page 149, of the Plat Records of Tarrant County, Texas, being the same land described in that certain deed dated May 17th, 1967 from Afis E. Atkins, as Grantor to Emogene Atkins, as Grantee, recorded in Volume 4404, Page 182, of the records of Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

WHEREAS, it is the desire of the said Lessor and Lessee to amend the acknowledgment portions of the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do correct and amend the Subject Lease by Correcting the aforementioned mistake;

Page 1 of 4

Amendment to Oil, Gas and Mineral Lease

Emogene Mashburn a/k/a Emogene Atkins (D206334293)

It is understood and agreed by all parties hereto that in all other respects, the lease and the prior provisions shall remain in full force and effect. Furthermore, each of the undersigned do hereby ratify, adopt and confirm the Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Lessee, the present owners of the Lease, the lands covered by the Lease, subject to and in accordance with all of the terms and provisions of the Lease as hereby amended.

The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

This instrument may be executed in one document signed by all the parties or in separate documents which shall be counterparts hereof. If executed in separate counterparts, all such counterparts, when executed by one or more parties, shall constitute but one and the same instrument. The failure of one or more parties to execute this instrument or a counterpart hereof shall not in any manner affect the validity and binding effect of same as to the parties who execute said instrument.

EXECUTED the 13 day of July, 2010, but for all purposes effective the 14th day, of September 2006.

LESSOR:

Emogene Mashburn a/k/a Emogene Atkins

Emogene Mashburn
Emogene Mashburn a/k/a Emogene Atkins

LESSEE:

**CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma Limited Liability Company**

By:

Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel

**CHESAPEAKE EXPLORATION, L.L.C.
an Oklahoma Limited Liability Company
as Attorney in Fact for
CERES Resources Partners, L.P.
Marvin L. Cooper
CKC Investments, Inc.
Cooper Family Irrevocable Trust
Greyledge, L.L.C.
Wes-Tex Drilling Company, L.P.
Parallel Petroleum LLC, Successor in Interest to
Parallel Petroleum Corporation
GO Oil Corporation
and Abraham Oil and Gas, Ltd.**

By: Henry J. Hood, Senior Vice President –
Land and Legal & General Counsel *hjh*
*cm***TOTAL E&P USA, INC., a Delaware corporation**By: 

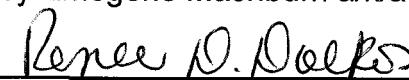
Eric Bonnin, Vice President - Business Development and Strategy

Daniel Sellier, Vice President, Finance, Marketing & Corporate Support

Acknowledgments

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on 13 day of July, 2010,
by Emogene Mashburn a/k/a Emogene Atkins Renee D. Delpo
Notary Public State of Texas

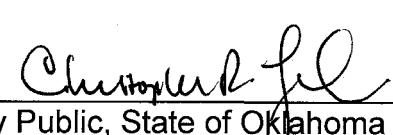
STATE OF OKLAHOMA

§
§

COUNTY OF OKLAHOMA

§
§This instrument was acknowledged before me on this 21st day of
July, 2010, by Henry J. Hood, as the Senior Vice President - Land and
Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited
liability company, on behalf of said limited liability company.

Given under my hand and seal the day and year last above written.


 Notary Public, State of Oklahoma
 Notary's name (printed):
 Notary's commission expires:


STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 21st day of July, 2010, by Henry J. Hood, as the Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as attorney in fact for CERES Resource Partners, L.P., Marvin L. Cooper, CKC Investments, Inc., Cooper Family Irrevocable Trust, Greyledge, LLC, Wes-Tex Drilling Company, L.P., Parallel petroleum LLC, Successor in Interest to Parallel Petroleum Corporation, GO Oil Corporation and Abraham Oil and Gas, Ltd.

Given under my hand and seal the day and year last above written.

Christopher Cole

A circular notary seal with a decorative border. The text inside reads: CHRISTOPHER R. LAUGHLIN, NOTARY, PUBLIC, STATE OF OKLAHOMA, #08011881, EXP. 12/01/12.

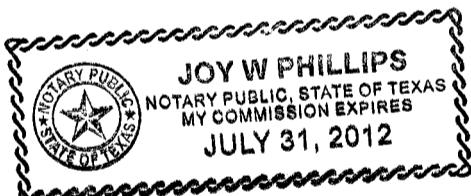
Notary Public, State of Oklahoma

Notary's name (printed):

Notary's commission expires:

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 2nd day of August, 2010, by Eric Bonnin as Vice President - Business Development and Strategy of **TOTAL E&P USA, INC.**, a Delaware corporation, as the act and deed and behalf of such corporation. * Daniel Sellier, Vice President, Finance, Marketing, & Corporate Support

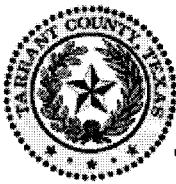


Notary Public in and for the State of Texas

Please return to:
Dale Property Services, L.L.C.
Attn: Stephanie Hess, Curative Attorney
3000 Alta Mesa Boulevard, Suite 300
Fort Worth, Texas 76133

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE PROPERTY SERVICES
500 TAYLOR ST
FT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 8/19/2010 1:47 PM

Instrument #: D210202038

LSE 5 PGS \$28.00

By: Suzanne Henderson

D210202038

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: SLDAVES